

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the grantor^S Melvin C. Lemke & Paula N. Lemke, Husband & Wife
 of 6921 N. Oleander, Chicago, IL for and in consideration of the sum of
 (\$ 20,000.00) Dollars, in hand paid, receipt of which is hereby acknowledged, convey.... and warrant.... to Illinois State
 Police Federal Credit Union , Trustee of Melvin C. Lemke & Paula N. Lemke (and
 in case of the death, absence of said Trustee from said state or his inability or refusal to act, then unto Illinois State Police
 Federal Credit Union of Springfield, IL 62701 as successor in trust, with like
 powers, duties and authorities as are hereby vested in said Trustee), the following described lands and premises situated in the County of
 Cook , and State of Illinois to wit:

Lot 17 and the South 1 Feet of Lot 18 in Block 11 in Grand Addition To Edison Park,
 A Subdivision of the East 25 Acres of the West 30 Acres of the North 50 Acres and
 the North 30 Acres of the West 60 Acres of the South 100 Acres of the North East
 1/4 of Section 36, Township 41 North, Range 12.

Permanent Tax No: 09-36-217-031

together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues and profits thereof,
 hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right
 to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained to have and
 to hold each, every and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and
 agreements herein contained.

WHEREAS, the said Melvin C. Lemke & Paula N. Lemke, Husband & Wife

grantor^S, justly indebted to one promissory note.... bearing even date herewith, payable to
 the order of Bearer and delivered said principal note... being for the sum of
 Twenty-Thousand Dollars and 00/100 Cents - \$20,000.00
 and payable in 84 monthly installments of:
 Three Hundred Fifty-Six Dollars and 45 Cents - \$356.45
 with the first payment due June 28, 1989

after the date thereof, with interest thereon until maturity at the rate of 12.25 per centum per annum, payable on the 28th
 day of each month and of twelve in each year, which said installments of interest, until the maturity of said principal sum,
 are further evidenced by interest notes or coupons of even date herewith; all of said principal and interest notes bear interest after maturity at
 the highest rate for which it is now in such case lawful to contract, and all of said principal and interest payments being payable in lawful money
 of the United States of America at

NOW THEREFORE, in consideration of the premises, the grantor^S hereby covenant.... and agree.... to pay promptly said indebtedness
 and interest thereon as in said note.... provided, or according to any agreement or agreement extending or changing the time of payment there-
 of.... to pay all taxes and assessments levied upon said premises prior to the time that penalty will attach in each year and deposit the receipts
 therefor with said Trustee; to permit or suffer no claim for lien for labor or materials furnished or to be furnished upon said premises to pend
 against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note....
 and the purchaser of said premises at any foreclosure sale thereof, a merchantable abstract of title to said real estate showing the title thereof
 from the Government to and including the date of the record of this conveyance or guaranty policy, to pay promptly at or before maturity there-
 of, all claims or demands that are or may become a lien, claim or cloud upon the title to said premises, to keep all buildings thereon in good repair
 and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, lightning, tornadoes and
 wind storms until said indebtedness is fully paid with proper clauses making the same payable in case of loss to said Trustee, or in case of fore-
 closure the owner of the certificate of sale, and deposit said policies with said Trustee, and in case of loss said Trustee (or in case of foreclosure the
 owner of the certificate of sale) is hereby authorized to adjust, compromise and collect in his discretion all loss and claim for loss under any
 and all of such policies, and said grantor^S hereby expressly covenant.... and agree.... to deliver to said Trustee, properly signed, all receipts,
 vouchers and releases which may be requested by said Trustee, or such insurance company, to be executed by an owner. In the event of the
 failure so to insure or pay taxes or assessments, or to furnish such abstracts or guaranty policy or to pay all such further claims as aforesaid; then
 the owner or holder of the note.... or any of them, secured by this conveyance may at his option order and pay for all or any of the same and all
 money so paid the grantor^S hereby expressly agree.... to repay immediately without demand and the same with interest from such dates of
 payment at 7 per cent per annum shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREED by said grantor^S, that, in case of a breach of any of the covenants or agreements herein
 contained, the whole of said indebtedness, including principal and interest up to the time of such breach, and any sums of money disbursed as
 aforesaid shall, at the option of the legal holder of said note.... or of any of them at once, without notice, become due and payable and the same
 with interest thereon at 7 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both
 in like manner as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be
 lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and
 receive all rents, issues and profits thereof; and said grantor^S hereby assign.... to said Trustee all the rents, issues and profits thereof, and out of
 such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in ob-
 taining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to
 apply the balance in his hands, in payment or reduction of the indebtedness secured hereby, or on account of any deficiency that may exist after
 sale in the foreclosure, and the grantor^S waive.... all right to the income from said premises pending such suit and until the period of redemption
 from any sale hereunder expires and agree.... that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose,
 without regard to the adequacy of the security, the solvency of the grantor^S herein, or whether said premises are used as a homestead or not,
 and that whenever application is made for a Receiver under any provision of this deed, no bond shall be required of such applicant, and that the
 giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED that said grantor^S shall pay all costs and expenses paid or incurred by said grantee or
 by the holder or holders of said note...., including all reasonable attorneys' and solicitors' fees, appearance fees; all outlays for documentary
 evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of title showing the title to said real estate down to and
 including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any
 foreclosure sale to be had hereunder, in any suit in which the grantee herein or the holder or holders of the indebtedness secured hereby shall be
 plaintiff or defendant by reason of being a party to this trust deed or holder of said note.... and that all such expenses shall be a lien upon
 the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the
 proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor^S or assigns upon reasonable request
 therefor.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party
 entitled to such release upon payment of reasonable charges therefor.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the trustee, or of his
 refusal or failure to act, then Recorder of Deeds of said County, is hereby appointed to be the first successor in this
 trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County
 is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his
 successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand... and seal... of the grantor^S, this 23rd day of May A.D. 1989

(SEAL) Melvin C. Lemke Jr. (SEAL)
 Melvin C. Lemke
 (SEAL) Paula N. Lemke (SEAL)
 Paula N. Lemke

89275436

UNOFFICIAL COPY

TRUST DEED

No. _____

70

STATE OF _____

County } ss. No. _____

This instrument was filed for record in the Recorder's office of _____ County aforesaid, on the _____ day of _____ 19____ at _____ o'clock _____ M. and recorded in Book _____ of _____ on page _____

RECORDED

Prepared by: Michelle R. Cook

For: Illinois State Police
Federal Credit Union
201 E. Adams, Suite 150
Springfield, IL 62701
(217) 782-8756

Petition Legal Forms & Printing Co., Rockford, Ill.

Property of Cook County Clerk's Office

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The signature of the undersigned is endorsed upon the margin of all notes secured hereby for the purpose of identification.

OFFICIAL SEAL
KATHRYN B. FRIGO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR 14, 1992

Notary Public: Kathryn B. Frigo

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paula N. Lemke & Melvin C. Lemke known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this _____ day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this 24th day of May, A.D. 1989 and I hereby further certify that upon this date I am duly commissioned and authorized by the laws of said state to take acknowledgments of deeds.

DEPT-01
\$12.00
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42090 # 11 * - 89 - 20 11 4 0 4
COOK COUNTY RECORDER